this point. Due to the analogy between unfair competition and the infringement of rights under trademarks, a number of cases hold that the measure of damages for unfair competition, in addition to the remedy by injunction, is the profits of the defendant. *Lever* v. *Goodwin,* 36 Ch. Div. 1; *Walter Baker & Co.* v. *Slack,* 130 Fed. 514, 65 C. C. A. 138. One case goes still further and holds, just as in some trademark cases, that besides an injunction and damages measured by profits of the defendant, the plaintiff is also entitled to damages for injury done his business by reason of the sale of the spurious goods. *Gulden* v. *Chance,* 182 Fed. 303, 105 C. C. A. 16. A third view, as supported by the principal case, is that, in addition to an injunction, the plaintiff is entitled only to compensation for the injury done his business by the actual invasion of his rights. *Williams* v. *Mitchell,* 106 Fed. 168, 45 C. C. A. 138.

Since there is a clean-cut distinction between unfair competition and the infringement of rights under trademarks in that the owner of a trademark has a special property therein, it would appear that the rule as laid down in the principal case is the better.

USURY—PRINCIPAL AND AGENT—MONEY LENT THROUGH AGENT.—Money was left with an agent to be lent, and the agent extracted a bonus in addition to the highest legal rate of interest. The lender neither authorized, nor had notice of the illegal act of the agent, nor did she enjoy any usurious benefit. *Held,* the usury taken by the agent does not affect the principal's right to recover. *Bryan* v. *Johnson* (Utah), 134 Pac. 590.

When an agent is given authority to lend money, it is *prima facie* presumed that he will lend it at the legal rate of interest. *Call* v. *Palmer,* 116 U. S. 98. And when the agent extracts a private bonus without the knowledge, authority, or ratification, of the principal, he then steps outside of his authority as agent, and is acting for himself. The principal case was decided upon this ground, and is supported by the overwhelming weight of authority. *Stillman* v. *Northrup,* 109 N. Y. 437, 17 N. E. 379; *Stein* v. *Swenson,* 44 Minn. 218, 46 N. W. 360; *Call* v. *Palmer, supra.* This principle holds good even where a husband is agent for his wife. *Brigham* v. *Myers,* 51 Iowa 397, 1 N. W. 613, 33 Am. Rep. 140. Or where a president acts for his bank. *Chicago Fire Proofing Co.* v. *Bank,* 145 Ill. 481, 32 N. E. 534. But when a principal agrees with his agent that the latter is to receive the highest legal rate of interest on the money lent, but must look solely to the borrower for his compensation, the lender is then deemed to have acquiesced in any usurious transactions which the agent might make. *Fowler* v. *Equitable Trust Co.,* 141 U. S. 384; *Sherwood* v. *Roundtree,* 32 Fed. 113. On the other hand, if a loan broker who has no legal or established relation with the lender, negotiates a loan at the highest legal rate, it does not affect the validity of the loan that there is a commission charged the borrower, for such commission cannot be imputed to the lender as a part of the interest received by him. *Whaley* v. *American, etc., Co.,* 74 Fed. 73; *Mass. Mut. Life Ins. Co.* v. *Boggs,* 121 Ill. 119, 13 N. E. 550.